

Civilian Personnel

Local National Employment Policy In The Federal Republic of Germany
Tariff Implementation and Overtariff Conditions

For the Commander in Chief:

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Summary. This change establishes AE Form 690-69A (Supplemental Travel Order/*Zusatz zur Dienstreiseanordnung*) and AE Form 690-69B (German Travel Expense Voucher/*Reisekostenabrechnung*). These forms supersede AE Form 257 (German Travel Expense Voucher) and AE Form 257c (German Travel Expense Voucher Continuation Sheet) for local national employees employed by the U.S. Army in Germany. Local national employees employed by the U.S. Air Forces in Europe will continue to use AE Form 257 and AE Form 257c.

Applicability. Paragraph 2 of the basic regulation prescribes applicability.

1. USAREUR Regulation 690-69, 16 October 1984, is changed as follows:

Throughout.

Change "AE Form 24-50 (Notification of Personnel Action)" to "AE Form 690-60B (Notification of Employment Status)".

Forms. The basic regulation prescribes AE Form 24-114-R (Request for Old Age Insurance Supplement), AE Form 24-116-R (Supplement to the Employment Contract Concerning Oncall Duty), AE Form 24-117-R (Agreement on Occupational Clothing/Uniform/*Vereinbarung Ueber Arbeitskleidung/Uniform*), AE Form 690-69A (Supplemental Travel Order/*Zusatz zur Dienstreiseanordnung*), and AE Form 690-69B (German Travel Expense Voucher/*Reisekostenabrechnung*). Only -R forms may be reproduced locally on 8½- by 11-inch paper through the servicing forms management office. Other forms will not be reproduced; they will be ordered by the unit or organization publications officer from the United States Army Printing and Publications Center, Europe, or as stated in the prescribing directive.

Interim Changes. Interim changes to the basic regulation are not official unless authenticated by the Deputy Chief of Staff, Information Management, USAREUR. Interim changes will be destroyed on their expiration dates unless sooner superseded or rescinded.

Suggested Improvements. The proponent of the basic regulation is the Office of the Deputy Chief of Staff, Personnel, HQ USAREUR/7A (AEAGA-CR, 370-8162/ 8173). Users may send suggestions to improve the regulation on DA Form 2028 (Recommended Changes to Publications and Blank Forms) to the Commander in Chief, USAREUR, ATTN: AEAGA-CR, Unit 29351, APO AE 09014.

Distribution. Distribute according to DA Form 12-88-E, block 0689, command level B.

Change "AE Form 24-50-1 (Notification of Personnel Action (Germany))" to "AE Form 690-60B (Notification of Employment Status)".

Change "AE Form 72 (German Time and Attendance Report)" to "AE Form 690-99B (German Time and Attendance Report)".

USAREUR Reg 690-69, C2

Page 34, paragraph 72, Certificates. Change "AE Form 3360 (Foreign Nationals Commendation Certificate)" to "DA Form 2443 (Commendation Certificate)".

Page 37, appendix A, USAREUR Forms. Add paragraphs 4 and 5 as follows:

4. AE Form 690-69A (Supplemental Travel Order/*Zusatz zur Dienstreiseanordnung*) will be used by employees to

request reimbursement for travel expenses. This form includes directions for completion.

5. AE Form 690-69B (German Travel Expense Voucher/*Reisekostenabrechnung*) will be used by employees to request reimbursement for travel expenses. Instructions are printed on the form.

2. Post this change per DA Pamphlet 310-13.

3. File this change in front of the regulation for reference.

Civilian Personnel

**LOCAL NATIONAL EMPLOYMENT POLICY IN THE FEDERAL REPUBLIC OF GERMANY
TARIFF IMPLEMENTATION AND OVERTARIFF CONDITIONS**

Summary. This change concerns groups eligible to wear occupational clothing, the allowable cost of floral tributes, and reimbursements for work related outings.

Suggested Improvements. The proponent of this regulation is the Deputy Chief of Staff, Personnel, USAREUR (AEAGA-CR, HDG Mil (2121-)/ETS (370-)7428/8173). Users are invited to send comments and suggested improvements to this publication on DA Form 2028 (Recommended Changes to Publications and Blank Forms) to the Commander in Chief, USAREUR, ATTN: AEAGA-CR, APO 09403.

1. USAREUR Regulation 690-69, 16 October 1984, is changed as follows:

Page 9, paragraph 13. Supersede subparagraph d as follows:

d. Reimbursable transportation support may be provided under the mass transit authorization in DOD Directive 4500.36-R, chapter 5, section III.

Page 13, paragraph 21a. Add subparagraph (7) as follows:

(7) Customer service repair personnel.

Page 31, paragraph 62. Supersede subparagraph b as follows:

b. During any calendar year, a floral tribute will not cost more than DM 130 from May through October, or DM 150 from November through April.

2. Post these changes per DA Pamphlet 310-13.

3. File this change in front of the regulation.

FOR THE COMMANDER IN CHIEF:

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DISTRIBUTION: See basic regulation.

**HEADQUARTERS
UNITED STATES ARMY, EUROPE, and SEVENTH ARMY
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16 October 1984

Civilian Personnel

**LOCAL NATIONAL EMPLOYMENT POLICY IN THE FEDERAL REPUBLIC OF GERMANY
TARIFF IMPLEMENTATION AND OVERTARIFF CONDITIONS**

Supplementation of this regulation is prohibited without prior approval from the Commander in Chief, USAREUR, ATTN: AEAGA-CR, APO 09403.

The only interim changes to this publication that will be implemented are those having an expiration date and an Adjutant General, USAREUR, authentication.

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SECTION I—GENERAL

1. Purpose. a. This regulation contains provisions for:

- (1) Establishing work hours.
- (2) Granting time off for special purposes.

(3) Implementing conditions of employment established for local national (LN) employees in the Federal Republic of Germany (GE) outside the Collective Tariff Agreement (CTA) II (USAREUR Pam 690-66) by agreement between HQ USAREUR/7A and the Federal Ministry of Finance (FMF).

b. USAREUR Regulation 690-60, paragraph 10, describes the purpose and significance of overtariff conditions. Implementing instructions to provisions of CTA II are in USAREUR Pamphlet 690-69.

2. Applicability. This regulation applies to:

a. LN employees of appropriated and nonappropriated fund (NAF) elements of the US Forces in GE who are administered by US Army civilian personnel offices (CPO), including personnel offices of the Army and Air Force Exchange Service, Europe (AAFES, Eur), the Stars and Stripes, and civilian support groups (civ spt gp), unless exceptions are specified in this regulation.

b. LN employed in Berlin, to the extent that the policy is consistent with tariff agreements applicable in Berlin and regulations of the Allied Kommandatura.

3. Authority. a. Overtariff conditions in this regulation constitute joint US Forces policy established under the provisions of USEUCOM Directive 30-6 by the Civilian Personnel Coordinating Committee, GE. References to numbered joint policy letters in this regulation identify how the particular policy was established between United States (US) Forces elements and the FMF. When dealing with agencies of the German Defense Costs Administration or US Forces elements outside the United States Army, Europe (USAREUR), commanders and CPO should reference this regulation.

b. Overtariff conditions are either for mandatory application or optional use as prescribed in the appropriate section. Commanders who are delegated authority for civilian personnel administration (USAREUR Reg 690-1) are authorized to approve optional conditions and may delegate this function to activity commanders or chiefs unless the appropriate section prescribes otherwise. Decisions on whether or not to approve optional conditions will be made in cooperation with the servicing CPO and by treating equally employees who are in comparable situations and qualify under the same requirements.

4. Forms. Forms prescribed in appendix A of this regulation will be used only for the purpose intended. Altering forms or using similar locally developed forms is not authorized. The AE-R forms in appendix A will be locally reproduced on 8 1/2-by 11-inch paper through the servicing forms management office. CPO are responsible for reproducing needed forms for serviced organizations. In coordination with CPO, organizations with a substantial LN work force may reproduce forms for their own use. Civ spt gp either may obtain these forms from local CPO or reproduce them for their own use.

5. References. a. USAREUR Regulation 690-1, Authority and Responsibility for Civilian Personnel Management and Administration.

- b. USAREUR Regulation 690-60, Employment of Local National Personnel in Germany.
- c. USAREUR Pamphlet 690-60/USAFE Pamphlet 40-31, Collective Tariff Agreement of 16 December 1966 (CTA II).
- d. USAREUR Pamphlet 690-69, Local National Employment Policy in the Federal Republic of Germany--Tariff Implementation and Overtariff Conditions.

SECTION II—ESTABLISHMENT OF WORK-HOUR SCHEDULES

6. Weekly Work Hours. a. The CTA II establishes the number of regular hours in a workweek. Commanders have no choice in the number of regular weekly work hours except for activities for which the tariff authorizes extended workweeks, or activities in a 3-week period that require shorter or longer regular weekly work hours (CTA II, art 9).

b. An extended workweek generally is authorized when standby time is included (CTA II, art 9, para 2) or for activities covered by special work-hour provisions in the following CTA II appendices:

- (1) A: Boilermen and heating plant attendants.
- (2) F: Drivers.
- (3) H: Club, mess, and billeting personnel.
- (4) K: Medical personnel.
- (5) P: Firefighters and guards.
- (6) Z: Civ spt gp drivers, guards, and mess personnel.

c. Commanders will use an extended workweek only when the standard workweek does not meet continuous operational requirements. The higher costs of an extended workweek are not justified unless all work hours or standby hours are actually needed and properly performed.

7. Daily Work Hours. a. Whether or not a regular or extended workweek is established, distribution of the number of work hours on the individual days of the week is subject to the codetermination procedure in the modified Personnel Representation Law (PRL), articles 69 and 75, paragraph (3), item c.

b. The codetermination procedure also applies when establishing the beginning and ending time of the daily work and the break periods (incl lunch break).

c. If, in individual cases, compelling reasons exist that render a works council codetermination incompatible with US Forces defense responsibilities, the cooperation procedure instead of the codetermination procedure will apply (PRL, art 75, para (3)). When an activity commander believes that such reasons exist, the activity commander will submit justification to the Commander in Chief, USAREUR, ATTN:AEAGA-CM, APO 09403, for review before informing the works council. Codetermination then is replaced by the cooperation procedure (b above). If the works council disagrees with the reasons for the work hours, the activity commander will inform the Commander in Chief, USAREUR (AEAGA-CM), who will decide the matter, then notify, in writing, the chairperson of the works council involved of the final decision. A copy of the decision will be forwarded to the USAREUR Head Works Council for information.

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d. To accomplish the prescribed codetermination referred to in a and b above, activity commanders should use the following guidance:

(1) Regular work hours will be established to ensure that the mission is accomplished as efficiently as possible. This objective requires optimum use of available work hours and full productivity and service capability during the activity's regular operating hours. Situations that produce inadequate supervision of production control should be avoided.

(2) The location of the employee's residence in relation to the worksite and the extent of the employee's reliance on public or private transportation must be considered. The beginning and end of daily work hours should correlate with schedules of public conveyances used by most employees to ensure prompt arrival at the worksite and to avoid unnecessarily long travel time. When most employees travel by privately owned vehicle (POV), employers should stagger schedules among employers in the community.

(3) If traffic during rush hours extends the time it takes to commute or makes travel conditions inconvenient for employees, flexible work hours may be established to provide a range of approximately 30 to 45 minutes for the beginning and ending of daily work hours. Flexible work hours will be considered only if effective control of the hours worked is ensured.

(4) A 5-day workweek will apply except when a 6-day workweek is necessary.

(5) In depots, plants, similar industrial types of activities, and installations that have a predominantly LN workforce, it is permissible to divide the work hours in such a way as to accommodate local customs that provide for fewer work hours on Friday than on Monday through Thursday. The Friday workday should not be less than 7 hours.

(6) In activities having a combined and interrelated military, US civilian, and LN work force (e.g., a command headquarters), it is normally desirable that the beginning and ending time each day be the same for the entire work force and that the workweek be scheduled for 5 consecutive 8-hour workdays, Monday through Friday.

(7) Commanders should consider correlating the work schedules of their activities with the schedules of other activities or other commands whose functions are interrelated. Direct coordination and consultation among commanders for this purpose are encouraged.

(8) Commanders of USAREUR major and separate major commands and assigned units (USAREUR Reg 10-5) who prescribe duty hours for their subordinate activities to achieve uniformity in their commands are reminded that such policy must be cooperated or codetermined with their district works council.

8. Breaks. a. Scheduled breaks of 15 minutes or longer will not be considered paid work hours. During breaks, employees will be relieved of work or standby requirements.

b. For any day on which more than 6 hours are worked, the German Work Hour Act (*Arbeitszeitordnung*) prescribes, as a minimum, one break of 30 minutes or two breaks of 15 minutes each. These breaks are for employees to relax or eat. Breaks should be long enough for employees to eat and travel to and from eating facilities. Consequently, one lunch break of between 30 and 60 minutes is recommended, depending on accessibility of eating facilities.

c. Female employees must not work longer than 4 1/2 hours without a break. The minimum breaktime in b above increases for female employees to 45 minutes for more than 8 1/2 to 9 work hours a day, and to 60 minutes for more than 9 work hours a day.

d. The law requires management to provide, to the maximum extent possible, separate rooms or other facilities where employees can stay and eat their meals during breaks.

e. When US and LN personnel have the same work hours, lunch breaks also should be the same.

f. Short breaks of less than 15 minutes are considered as paid work hours and cannot be charged to the prescribed minimum break time referred to in a through c above. Such short breaks cause substantial loss of productive work hours and should not be scheduled on a recurring basis. Shortbreaks may be taken, however, when an employee:

- (1) Is engaged in hazardous work that requires continued or considerable physical exertion.
- (2) May become fatigued and accident prone.
- (3) Works in a confined space (e.g., crane operator) in which normal personal activities are restricted.

SECTION III—TIME OFF FOR SPECIAL PURPOSES

9. Explanation. CTA II, article 28, provides for paid time off (i.e., administrative leave) for special purposes. Administrative leave is in addition to annual leave and other paid absences (e.g., holidays, sickness). This section covers time off with or without pay for special purposes or periods that are not covered by CTA II. Provisions are based on regulations and practices in the German government service and the local economy. Paragraph 17 prescribes provisions of the law.

10. Explanation of Terms. a. Administrative Leave. Time off with full pay not chargeable to other types of leave and not subject to makeup time.

b. Leave Without Pay (LWOP). Approved absence from work for which employee is not paid.

c. Makeup Time. Time worked besides regular hours to make up for paid time off on another workday. Makeup time may be scheduled before or after the day of time off. Makeup time must be worked within a period of 5 consecutive weeks, including the week in which the time off occurs. Regular work hours and makeup time worked on any 1 day must not total more than 10 hours.

11. Principles. a. Any time off provided for in this section will be authorized only if consistent with operational requirements. While consideration should be given to employees' wishes and to compliance with local practice, mission accomplishment and service needs must not be neglected.

b. To the extent that it is consistent with operational requirements, time off will be approved on the basis of equal treatment of all employees of a given activity or all employees of US Army activities at a given location. Area CPO will act as coordinators between commanders of various US Forces activities in the same location when approval of time off is a local matter of joint concern.

c. General approval of administrative leave at a given location or activity will not result in payment of premium rates to employees who cannot be excused from work for operational reasons (a above). When administrative leave is 4 or more hours, operating officials should excuse employees on different days for approximately the same time.

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d. Administrative leave applies to specific occasions and is, therefore, not charged to annual leave. When administrative leave is given to the work force on a workday, an employee on annual leave will not be entitled to such administrative leave. An employee, however, who requests annual leave in addition to administrative leave for a total not exceeding 1 day of absence will not have the hours of administrative leave charged to annual leave.

12. Local Holidays. a. In addition to legal German holidays that are covered in CTA II, article 27, paragraph 1, and announced each year by USAREUR Circular 690-52, certain nonstatutory local holidays are observed. These days are fully or partially observed as nonworkdays to celebrate traditional festivals or nonrecurring special events.

b. Recognition of local holidays is appropriate if most businesses close and employees in local economy and government service are released from work for part or all of the day.

c. Christmas Eve (24 Dec) and New Year's Eve (31 Dec) are traditional half-workdays countrywide. In southern Germany, Shrove Tuesday (Eastnachtsdienstag) and, in some cities, Shrove Monday (Rosenmontag) are also traditional half-workdays.

(1) Regulations on time off and work in the afternoon of 24 December are included in CTA II, article 28, paragraph 5.

(2) Unless inconsistent with operational or service requirements (para 11a and b), employees will be excused from afternoon work hours (i.e., after 1200) on 31 December and, depending on local custom, Shrove Monday or Shrove Tuesday. Time off on these days will be subject to makeup time unless employees request annual leave or LWOP, or the exceptions in f below apply.

d. The area CPO will determine whether or not local holidays other than those in c above are observed. Determination will be made as far in advance as possible and after it is established that the conditions in b above apply.

(1) CPO will inform community commanders of local holiday determinations and time-off hours that would match those granted by German employers. The community commander, with CPO assistance, immediately will notify all commanders, chiefs, or personnel officers of US Army activities in the localities concerned of the determination and hours for which employees should be excused from work.

(2) The area CPO is responsible for informing commanders of other US forces activities in the localities concerned of action being taken for Army activities under (1) above.

(3) Time off will be subject to makeup time unless employees request annual leave or LWOP or unless the exceptions in f below apply. If a one-time local holiday celebrates an event for which most German employers grant administrative leave, Army employees will be given time off on the same basis but for no more than a half-workday. CPO will establish conditions that warrant administrative leave and apply them in holiday determinations.

e. Each activity commander or chief is responsible for announcing to his or her work force the hours and conditions of time off on a local holiday.

(1) The announcement will be made as soon as notification in d(1) above is received and any specific arrangements for the particular activity (e.g., makeup time schedule, covering of essential functions) have been decided.

(2) For recurring traditional holidays, including those in c above, the announcement will be made at least 2 weeks in advance of the holidays. If makeup time is scheduled to begin at an earlier date, the announcement must be made by 10 days before the beginning of the week in which the 1st day of makeup time is scheduled. CPO are responsible for reminding activity commanders and chiefs, including supervisors of civ spt gp, well in advance of holidays for which a new determination under d(1) above is not required.

f. Activity commanders or chiefs may waive the requirement for makeup time if technical or security reasons make it impossible to work any or all makeup time within the prescribed time limits or work-hour restrictions. Serious efforts will be made to resolve technical or supervisory problems before makeup time is waived. Charging annual leave or LWOP instead of makeup time is not authorized unless employees agree in advance to such an arrangement.

g. Announcements in e above will be discussed with agency works councils before being released to the work force. The redistribution of regular work hours for time off and makeup time is subject to the cooperation procedure (PRL). A works council's disagreement about makeup time is no justification for administrative leave. Management's alternatives would be to work regular hours on the local holiday or, by shop agreement, to charge LWOP or annual leave.

13. Outings. a. It is customary in GE that once a year, or at longer intervals, an employer and his or her employees, or management and employees of a firm, government agency, or other enterprise, have a joint outing at worktime (Betriebsausflug). These outings normally take the place of company parties and are initiated by employees or works councils.

b. Activity commanders or chiefs may authorize outings for a period not to exceed 1 workday in a calendar year provided that the following requirements are met:

(1) Time and itinerary of the outing are agreed on by management and works council or, if no council exists, a special committee selected by the work force. Outings should be scheduled on US holidays.

(2) At least two-thirds of the employees and supervisors who can be released for the time of the outing will participate in the outing.

c. The time of the outing that coincides with regular work hours will be considered administrative leave. Employees who do not join the outing are required to work unless they are on annual leave or other authorized absence.

d. Outings constitute a welfare and morale program (AR 58-1). Supervisors may furnish bus transportation as authorized in AR 58-1, paragraph 2-5c. Transportation will be furnished only on a cost-reimbursable basis, covering all operations and maintenance costs as provided in AR 210-55.

14. Attending Civic or Professional Functions. The following provisions govern attendance at functions of a type or for periods not covered by CTA II, article 28, paragraph 1.

a. Employees may be authorized administrative leave or LWOP for the purpose of attending:

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- (1) Civic or other functions of public interest.
- (2) Scientific or other professional or vocational activities.

b. Administrative leave is permissible when the requirements in (1), (2), and (3) below are met:

(1) The employee's attendance is requested by the authority or organization sponsoring the function. Written requests of the sponsoring authority or organization must be submitted to the commander of the employing organization either directly or through the employee, and must explain the purpose of the function and presence of the employee.

(2) Attendance is in the interest of management, even though primarily for the employee's benefit. This provision applies when management expects to benefit from knowledge, experience, or ideas that the employee should acquire from the function. For functions of public interest or humanitarian causes, the requirement is fulfilled when the employee's attendance would enhance the US Army's relationship with the local community or host country or international organizations.

(3) The sponsoring authority or organization does not provide compensation for loss in pay to attending persons. A statement to this effect must be included in the letter of invitation.

c. Employers may authorize administrative leave for attendance at meetings, conferences, seminars, and similar activities of non-US Army sponsored technical, scientific, professional, and comparable private membership societies, associations, and organizations on the employee's request. The approving commander must determine the event to be of equal benefit to the employee and to management before granting administrative leave.

d. Operating officials will approve leave for the purposes in a above provided the leave is consistent with operational requirements and the workload on other employees has been considered.

(1) Administrative leave under the conditions of b or c above will not exceed 6 workdays in any 1 calendar year. Approval by the commander delegated authority for civilian personnel administration is required for administrative leave of more than 1 day on any one occasion.

(2) Approved absence for functions that do not permit administrative leave or that exceed the 6-day limit ((1) above) will be LWOP unless the employee requests annual leave or unless an exception ((3) below) is approved.

(3) Approval of administrative leave beyond the limit in (1) above may be considered in exceptional cases if the period of a one-time function exceeds 6 workdays and attendance serves essential interests of the command or is for the mutual benefit of USAREUR and GE. The commanders of USAREUR major and separate major commands and assigned units and commanders of non-USAREUR activities of equivalent level are authorized to approve longer periods of administrative leave.

e. Employing organizations will coordinate requests for administrative leave with the CPO (para 1b) before approving the requests or recommending them to a higher headquarters.

15. Attending Trade Union Functions. a. Activity commanders will excuse employees from work to attend trade union functions that meet the conditions of CTA II, article 28, paragraph 2 or 3, unless attendance disrupts operational requirements. Time off will be administrative leave except for time off granted under paragraph 2, which will be limited to 6 workdays in a calendar year.

b. The following provisions are required to meet the tariff conditions:

(1) CTA II, article 28, paragraph 2.

(a) An agency of a contracting trade union above the local level must initiate the request for employee attendance at a trade union meeting as prescribed in (b) below. The request must be addressed in writing to the employee concerned who will submit it to the activity commander for approval of time off. Contracting unions are listed on the title page of CTA II (USAREUR Pam 690-60, p 1).

(b) The request must indicate that the employee's attendance is required at a trade union meeting (Tagung) and that the meeting is being held above the local trade union level (e.g., at international, Federal, or state (Land) level). The purpose or agenda of the meeting must be explained in the request. Union gatherings or sessions for orientation or training of selected union members are not meetings in the meaning of this provision.

(c) The request must identify the employee's function at the meeting (i.e., the employee must be designated either as a member of a trade union managing committee or as a delegate). A delegate is a trade union member that a constituent body of a trade union elects to be a representative and speaker.

(2) CTA II, article 28, paragraph 3. An agency of a contracting union above local level must forward a written invitation to the employee whose attendance at tariff negotiations concerning employees of the US Forces is requested. The employee will submit the request to the activity commander for approval. The request will specify the subject and period of tariff negotiations.

c. Time off requested by a trade union for employee attendance at union activities other than specified in a and b above will be approved if operational requirements can be met and the workload on the other employees is manageable. Time off to attend a trade union will be LWOP unless the employee requests annual leave.

d. The policy in c above does not apply to works council members who attend union meetings related to works council functions or training and education activities in the modified PRL, article 46(6) or (7).

e. The activity commander and the area CPO will coordinate union requests for employees to attend trade union functions other than tariff negotiations before approval.

16. CPO Coordination. When receiving information prescribed in paragraphs 14 and 15, CPO will review the propriety of the requests. CPO will advise concerned commanders or operating officials of the appropriate type of leave, based on the nature and scope of the functions to be attended. CPO also will coordinate treatment of employees of different organizations participating in the same or comparable functions across service areas and command lines. CPO will contact the Commander in Chief, USAREUR (AEAGA-CE), for guidance in situations not covered in provisions of this section.

17. Civil Defense Activities. a. The German Civil Defense Act (Gesetz ueber den Zivilschutz), 9 August 1976, provides for enlisting volunteers for the Civil Defense Service. Before an employee may serve in the Civil Defense Service, his or her employer must be consulted. Commanders should agree with an employee's enlistment unless essential operational requirements prohibit excuse from work for civil defense activities or training.

b. An employee will be entitled to administrative leave to participate in civil defense activities or training. Employees will present their employers the summons to civil defense activities immediately on receipt. A copy of the summons will be forwarded to CPO for transmittal to the office of defense costs (ODC). Training will begin 4 weeks after the day the employee is summoned.

c. An employee who participates in civil defense activities must not suffer disadvantages in employment for this reason (e.g., authorized absences for civil defense activities must not become a basis for the employee's separation or selection for reduction in force (RIF)).

d. GE will refund the employee's pay and the employer's share of social insurance for periods of administrative leave served in civil defense activities more than 2 hours a day or 7 hours in a 2-week period. The ODC will request the refund based on pertinent entries on AE Form 72 (German Time and Attendance Report). The symbol "O" for administrative leave will be shown on AE Form 72 with the number of hours and a footnote stating "Civil Defense (Zivilschutz)."

18. Travel Expenses. Issuance of travel orders, reimbursement of travel expenses, or payment of travel allowance is not authorized for attending or performing functions or activities covered in this section. This restriction does not apply to works council members who attend union activities under modified PRL, article 46(6).

SECTION IV—OCCUPATIONAL CLOTHING

19. Definition of Occupational Clothing and Uniforms. a. Occupational clothing and uniforms are distinctive clothing or insignias that employees are required to wear on duty for identification, discipline, or other reasons relating to work performance. For the purpose of this regulation, the term uniform does not refer to military apparel, nor does it refer to physical appearance.

b. The provisions of this section do not include:

(1) Work clothing of the employee's own choice.

(2) Items worn with a prescribed uniform (e.g., shoes, socks, shirts) that are suitable for wear with civilian dress during offduty activities.

c. Employees will receive protective or safety clothing free of charge (AR 385-32; CTA II, art 37, para 1).

20. Policy. Employees required to wear occupational clothing or uniforms will receive the prescribed clothing free of charge or employees will be paid an equivalent amount with which to buy the clothes.

21. Eligible Occupational Groups. a. The requirement to wear prescribed occupational clothing or uniforms is recognized for the following groups:

(1) Employees in medical jobs (e.g., physicians, dentists, nurses, dental assistants, laboratory technicians, X-ray technicians).

(2) Club, mess, and other catering personnel, including kitchen police (KP).

(3) Sales personnel.

(4) Guards.

(5) Firefighters.

(6) Chauffeurs.

b. For civ spt gp employees, the provisions of USAREUR Regulation 600-440 apply.

c. Establishment of clothing requirements and application of the provisions of this section to occupational groups not listed in a and b above will be subject to Commander in Chief, USAREUR, approval. Written requests for approval and justifications will be addressed to the Commander in Chief, USAREUR, ATTN:AEAGA-CR, APO 09403.

22. Authorization. a. CTA II, article 37, paragraph 2, and appendix H, paragraph 12, provide for occupational or protective clothing to be worn by employees listed in paragraph 21a(2) and for related allowances. The term protective clothing in CTA II, appendix H, paragraph 12b, includes sanitary clothing prescribed in AR 40-5 for KP.

b. The FMF and USAREUR have a formal agreement to provide occupational clothing or pay allowances to occupational groups not covered in CTA II appendixes. The provisions of this regulation are based on that agreement.

c. The authorizations in a and b above apply instead of AR 670-10, which is limited to direct-hire civilian employees. AR 670-10 will be used, however, for guidance as applicable and as indicated in this regulation.

23. Responsibilities. a. Commanders of USAREUR major and separate major commands and assigned units who employ LN occupational groups listed in paragraph 21a are responsible for:

(1) Determining and authorizing:

(a) Occupational clothing requirements and standards including a list of prescribed items. Commanders will ensure that required occupational clothing is provided or that allowances for clothing are paid.

(b) Supply or procurement methods.

(c) Allowance limits based on reliable cost data.

(2) Funding and budgeting clothing costs.

(3) Issuing instructions to ensure:

(a) Proper and economic use of authorizations in (1) above.

(b) Activity commanders, operating officials, and employees comply with this section.

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b. Activity commanders are responsible for:

- (1) Issuing authorized items of clothing and keeping prescribed records.
- (2) Initiating payment of allowances.

(3) Ensuring proper wear, maintenance, replacement, and disposition of occupational clothing and uniforms issued or obtained from allowances.

c. Civilian personnel officers are responsible for:

- (1) Processing requests for payment of allowances.
- (2) Assisting in administering agreements on occupational clothing and informing employees of requirements.

d. If the responsibilities in this paragraph differ from those in other directives, this paragraph takes precedence.

24. Furnishing Uniforms. a. Uniforms prescribed for medical and KP personnel will be obtained through normal supply channels and issued to employees. CTA covering the occupational groups concerned will provide the basis for the authorized type and quantity of uniform items.

b. Uniforms for occupational groups other than in a above should be purchased through US Army procurement channels. Whenever feasible, purchase will be made from US sources, preferably AAFES, Eur.

c. The cost of furnished uniform items generally will not exceed \$125 per year for each employee. A higher total cost limit, up to the dollar equivalent of Deutschemarks (DM) 1,000 for the occupational groups listed in paragraphs 21a(4) and (5) or DM 520 for occupational groups listed in paragraph 21a(6), is authorized if a complete uniform either must be furnished a new employee or be replaced for another employee, and providing the following requirements are met:

- (1) The complete uniform includes at least one coat, one pair of trousers, and one cap.
- (2) The employee has not been furnished any new uniform items or received an initial or replacement allowance for the same type of uniform in the preceding 12 months.
- (3) The lowest purchasing price exceeds the \$125 limit.
- (4) Costs cannot be kept within the limit by providing items that are in stock and suitable for wear.

25. Allowance Types and Amounts. Occupational clothing allowances may be authorized in the form of initial, maintenance, or replacement allowances.

a. The initial allowance defrays the initial cost of outfitting an employee with required clothing at the time of indefinite appointment. The replacement allowance covers the cost of replacing clothing that is worn out, damaged, or destroyed on duty, or items that must be replaced by order of the employing organization.

b. The maintenance allowance covers the cost of maintaining the required clothing in clean and neat conditions. Payment of this allowance is authorized if no free laundry or drycleaning at Army facilities is provided. This authorization applies whether or not uniforms are provided or the allowances in a above are paid.

c. The allowances in a above apply if occupational clothing is not provided in accordance with paragraph 24. Commanders should not decide on allowance payment unless it is not feasible to obtain the prescribed uniform items through procurement channels.

d. The amount of initial allowance will be equivalent to the total purchasing price of prescribed uniform items as supported by appropriate vouchers. The maximum limits and conditions specified in paragraph 23c apply. Commanders in paragraph 23a will prescribe lower limits if indicated by cost data for the required articles of clothing.

e. The replacement allowance may be paid quarterly in flat rates or as the need arises, and in the amount of actual costs. Payment of allowances by actual costs should be preferred to flat rates.

(1) The allowance will be paid on presentation of vouchers for replaced items and in the amount of actual costs. The total amount paid in a 2-year period will not exceed the applied maximum amount of initial allowance.

(2) The quarterly replacement allowance rate will be determined in proportion to the approved maximum amount of initial allowance and in consideration of type, material, and normally expected depreciation of individual uniform items. The total annual replacement allowance should not exceed 50 percent of the maximum initial allowance.

f. Maintenance allowance may be authorized up to DM 20 a month, except for medical personnel (CTA II, app K, part I, para 9). For the occupational groups in paragraphs 21a(4) through (6), a rate up to DM 25 a month is permissible if employees must wear a full uniform for at least 40 hours a week.

g. Employees who are covered by CTA, appendix H, part I, paragraph 12, do not qualify for allowances authorized in this paragraph.

26. Allowance Administration. a. The initial allowance covers a 1-year period. Payment normally will be made when an employee's probationary period expires. Payment for salaried employees may be authorized after the first 6 weeks of their indefinite employment has been established. Payment of the allowance to temporary employees is not authorized. Temporary or probationary employees should be provided uniform items needed on duty from turned-in stocks (para 28b).

b. The quarterly replacement allowance is payable from the beginning of the calendar quarter 1 year after payment of the initial allowance. For continuous periods of absence longer than 30 calendar days, the quarterly allowance will be reduced proportionately.

c. The maintenance allowance will be paid from the second month after the initial allowance is paid or from the second month after uniforms have been issued. The allowance will not be paid for months during which an employee is absent for a continuous period of more than 20 calendar days or during which a replacement allowance under paragraph 25e(2) is paid.

d. The ODC will process initial, replacement, and maintenance allowances on the employing activity's payrolls and will disburse allowances with the employee's pay.

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(1) The employing activity will enter the authorized amount and request payment on AE Form 24-56 (Request for Personnel Action). If actual costs of uniforms or items to be replaced are certain, the authorized maximum rates will be indicated.

(2) The CPO will prepare an AE Form 24-50 authorizing the requested allowances and amounts. When actual costs apply, CPO will complete the AE Form 24-50 (Notification of Personnel Action) on receipt of vouchers or other proof of the required amount.

(3) On the activity commander's request, the CPO may arrange with ODC for payment of initial or actual replacement allowances directly to the supplier of uniforms or uniform items. This procedure should be used when purchases are made for several employees at the same time. In such cases, employees will not receive AE Forms 24-50 and ODC will not pay bills before delivery has been confirmed.

27. Standards and Specifications. a. Commanders will use those sections of AR 670-10 pertaining to the occupation groups concerned for guidance on type, number, and other specifications of required items of clothing. Items to be provided or covered by an allowance will be limited to:

(1) Basic uniform items listed in AR 670-10.

(2) Articles of clothing that are part of a distinctive looking uniform not suitable for wear as civilian dress during offduty activities.

b. Occupational groups for which AR 670-10 or CTA provide no guidance will be treated on the basis of authorizations established for US personnel in similar jobs. The limitations in a(1) and (2) above will be considered.

c. Articles of clothing will be new or well preserved and clean before being issued. Employees will not wear discarded, ragged, or soiled uniforms, uniform items with military insignias, or items with a military appearance.

28. Employee Obligations. a. Commanders in paragraph 23a will issue guidance on wearing and maintaining uniforms. Employees will keep uniforms neat and clean. Items lost, damaged, or destroyed through the employee's fault will not be replaced at Government expense.

b. On termination of employment, employees will be required to turn in their uniforms for use by the employing organization. Operating officials may waive this requirement for uniform items that were not issued under paragraph 23a and that are unsuitable for further use.

c. Employees who fail to turn in any or all of their uniform items before separation will be reported immediately to the CPO. CPO will arrange with ODC for withholding an appropriate amount of pay until the matter is settled. At the employee's request, the works council will participate in initiation of such action under the cooperation procedure. The commander will determine employee liability for missing items and the amount to be collected from the employee's pay.

d. AE Form 24-117-R (Agreement on Occupational Clothing/Uniform) (this reg, app A). Employees who are furnished uniforms or paid allowances under the provisions of this regulation must sign AE Form 24-117-R.

SECTION V—CREDITABLE SERVICE

(Joint Policy Ltr No. 1, 5 May 76)

29. Definition of Creditable Service. The following types of employment will be recognized as creditable service subject to the conditions in this section:

a. Civilian employment under tariff or other local conditions in GE and Berlin with:

(1) Elements of the US Forces in LN or civ spt gp status.

(2) Elements of the forces of another sending state.

(3) Agencies under the jurisdiction of the German Federal Minister of Defense.

(4) US Government agencies or organizations other than the US Forces.

(5) Activities not under (1) or (4) above but administered by a US Forces CPO (e.g., United Nations Relief and Rehabilitation Association (UNRRA), domestic services paid from occupation costs).

(6) US Forces contractors, when the employee works full time at a US Forces installation and is engaged in operations that are part of a normal military mission.

(7) The 4th Allied Tactical Air Force anytime from 1 March 1956 through August 1958, provided the service was immediately preceded and followed by employment with a USAFE activity.

b. Civilian employment with elements of the US Forces outside GE and Berlin in third-country-citizen or LN status.

c. Employment in civilian component status with elements of the US Forces in GE if the employee is converted to employment under CTA II.

30. Basis for Recognition. a. Recognition of employment listed in paragraphs 29a(1) through (3), as prescribed by CTA II, is mandatory and a legal entitlement to the employee.

b. Recognition of employment listed in paragraphs 29a(4) through (7) and 29b or c, and recognition of employment covered in a above (to an extent that exceeds the requirements of CTA II, as authorized by this reg, para 32) is voluntary (i.e., outside legal entitlements).

31. Extent of Credit. a. Credit for periods of employment listed in paragraphs 29a(4) through (7) and 29b and c that are continuous, in accordance with CTA II, article 8, paragraph 2a, or that are continuous, in accordance with this regulation, paragraph 32, will extend to:

(1) Entitlements from CTA II or individual employment contracts that are based on the length of continuous employment (e.g., annual leave, sick pay, death benefits, notice periods, wage steps).

(2) Service requirements governing eligibility for vacation bonuses, Christmas bonuses, and severance pay. The computation of these benefits will be based only on earnings received during LN and civ spt gp employment with the US Forces in GE and Berlin.

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b. Determinations of step-in-salary tariffs and wage tariffs of civ spt gp service recognized under a above will be credited to the extent that meets the requirements of CTA II, article 55, paragraph 2, or pertinent provisions in the appendixes of CTA II. Credit depends on the employee's presentation of records, which contain sufficient data for comparing work levels under the criteria of grade level definitions in CTA II. These provisions will not preclude step assignment under CTA II, article 55, paragraph 7c(2), and related conditions in USAREUR Pamphlet 690-69, which provides USAREUR implementing instructions to article 55.

c. Credits for recognized periods of employment listed in this regulation, paragraphs 29a(4) through (7) and 29b, will not extend to service requirements established in CTA II, appendix O. For the purpose of CTA II, appendix O, only periods of employment with the US Forces in GE and Berlin or with a labor service unit (LSU) in France will be counted provided they are continuous under the provisions of CTA II, article 8, paragraph 2 or 4, or continuous by voluntary recognition (this reg, para 32).

32. Waiver of Restrictions. a. As an exception to CTA II, article 8, paragraphs 2a, 3, or 4, the following employment may be recognized as continuous service.

(1) Periods of employment listed in paragraphs 29a(1) and (2) or 29b, that precede a break of more than 3 months, a resignation, or a separation, provided the employee is reappointed within 6 months after he or she resigned or was separated for reasons other than reduction in force (RIF) or justified removal for cause.

NOTE: When separation or resignation was for RIF, CTA II, article 8, paragraph 2b, provides for a period of 12 instead of 3 months, which does not constitute a break in service. This tariff provision may be applied to periods of employment listed in paragraph 29b on a voluntary basis.

(2) Periods of employment listed in paragraph 29a(3), provided that appointment with the US Forces is not later than 1 month from the date of termination (incl resignation) and provided the employee had no other intermediate employment.

(3) Periods of employment listed in paragraphs 29a(4) through (6) that were terminated by the employee's resignation, provided that appointment with the US Forces is not later than 1 month from the date of resignation and provided that the employee had no other intermediate employment.

b. The extent of credit for periods of service recognized as continuous under a above will be as established in paragraph 31.

33. Periods Creditable by Law. a. Periods of military service with the German Armed Forces (Bundeswehr) or civilian duty in place of military service (Ziviler Ersatzdienst) will be recognized as creditable service (this reg, sec VI). Extension of such credit to military service with other forces is not authorized except as provided for in paragraph 41.

b. The German Law for Protection of Employed Mothers states that an employee who resigns at the end of her maternity leave and is reappointed within 12 months after childbirth will have no break in service unless she was employed with another employer during that period. An employee must be reappointed with the same US Forces organization from which she resigned, effective the last day of her maternity leave and within 12 months after childbirth, to receive credit for her previous employment.

34. Establishment of Entry on Duty Dates. For administrative purposes, the actual or a constructive entry on duty (EOD) date denoting the commencement of an employee's continuous service, under his or her current employment contract, will be used. The EOD date will account for all periods of employment creditable by CTA II, article 8, or by voluntary recognition under this section or by law. A constructive EOD date will be computed in accordance with CTA II, article 8, paragraph 2c.

a. An EOD (US) date for each employee will be established and entered on AE Form 24-50. EOD (US) date includes creditable employment as listed in this regulation, paragraphs 29a(1), (4) through (7), and 29b or c, and creditable military service.

b. A second EOD (CTA II, art 8) date that indicates creditable employment as listed in this regulation, paragraphs 29a(2) and (3), will be established and entered on AE Form 24-50 for those employees who have such previous service. If both EOD dates (i.e., US and CTA II, art 8) are required, the EOD (US) date will be determined for benefits based on continuous employment with only the US Forces; the EOD (CTA II, art 8) date will apply when benefits are based on continuous service in general.

c. For service requirements in CTA II, appendix O, section V, the EOD (US) date will be used only to the extent that it covers employment with the US Forces in GE and Berlin and employment with an LSU in France. For service requirements in the Social Security Agreement (SSA), article 2, paragraph 2b, the EOD (US) date will be used as prescribed for CTA II, appendix O, section V, but excluding periods of employment in paragraph 29c. When an employee has two EOD dates (b above), the EOD (CTA II, art 8) date will be used with the same exclusion and limitation to employment in GE or Berlin or with an LSU in France. Recognition for the SSA of periods of employment that exceed those creditable under the previous version of CTA II, article 8, as attached to the SSA, is on an overtariff basis.

d. Employment listed in paragraphs 29a(2) and (3) will not be credited before completion of the probationary period; military service (para 39) will be credited only on completion of 6 months' employment with the US Forces. Credit will be given retroactively to the date of appointment.

e. EOD dates established for previous LN employment in GE or Berlin by another US Forces element (e.g., US Air Forces) will not be changed to the disadvantage of the employee when the employee receives an appointment with the US Army, provided the previous service is creditable under this section.

35. Approval of Voluntary Credits. a. Recognition of periods of employment beyond tariff and legal requirements must be determined on the employee's appointment or reappointment. A new determination is not required if such periods were already included in the EOD date assigned to the employee when previously employed with the US Forces in GE or Berlin.

b. CPO will verify and establish credit for periods of employment, as listed in paragraphs 29a(4) through (7) and 29b or c, that are continuous in the meaning of CTA II, article 8, paragraph 2.

c. The chief of the appointing activity on CPO recommendation must approve exceptional recognition of service under the conditions of paragraph 32. Approval will be given when the employee either:

(1) Possesses special qualifications or skills needed to fill a scarce-skill category, and has credit for previous service when previous service is an important consideration in filling the vacancy.

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(2) Was separated for sickness or other exceptional hardship and the employee had no other employment in the interim period.

NOTE: CTA II, article 8, paragraph 4b, applies to resignations due to sickness.

d. Retroactive recognition of periods of service beyond tariff or legal requirements is not authorized. This restriction refers to action taken during employment and to recognition of service preceding another earlier break that was not credited on reappointment. If, however, at the time of appointment or reappointment, sufficient records on periods of employment in question are not available, the employee will be allowed up to 3 months to produce missing documentation. If the documentation is produced within 3 months, approved credit will apply from the date of appointment or reappointment.

36. Service Computation Date. a. An employee's total periods of employment with the US Forces, regardless of breaks, will be indicated by the service computation date (SCD). The SCD includes civilian employment with US Forces in any country and employment defined in paragraphs 29a(5) through (7), if served in GE or Berlin. The SCD excludes periods of employment terminated by removal for cause.

b. The SCD will be considered for retention credit points in RIF (USAREUR Reg 690-84, para 13b(4)(a)) and length of service awards.

37. Documentation. a. All service included in an employee's EOD date or SCD must be documented by appropriate records in his or her official personnel folder (OPF).

b. Employees claiming credit for service that is not documented in official records at the CPO will be responsible for proving their service by official documentation (e.g., social insurance record). Unofficial certificates or statements of coworkers or supervisors will not be considered proof of service.

SECTION VI—CREDIT FOR MILITARY SERVICE

38. Actions During Military Service. The German Job Protection Law (Arbeitsplatzschutzgesetz), article 14a, and the relevant ordinance (Verordnung), 20 October 1980, require continuation of contributions to the group life insurance that are reimbursed by the German government. To determine creditable earnings, ODC will require a copy of AE Form 24-50-1 (Notification of Personnel Action (German)) for all mandatory pay increases before the effective date of action. These increases are included under CTA II, article 55, general pay increases in CTA II; and, in case of military service after completion of apprenticeship with continuation of employment, the journeyman wages or salary.

39. Continuation of Employment After Military or Substitute Service. a. Employees who resume their previous employment following completion of military service (i.e., basic training (Grundwehrdienst), military exercise (Wehruebung), or voluntary extended military service not exceeding 2 years) must not suffer vocational or occupational disadvantages because of their absence. To qualify for protection, an employee is generally required to report for duty on the first workday following release from military service. Delays for any reason will be reviewed and should not affect employee's rights, provided the delays are not the fault of the employee and provided the employee has not engaged in other employment.

b. If an employee returns to duty after a period of military service longer than 3 days, the employing activity will immediately report his or her return to the CPO on AE Form 24-56. The CPO will prepare AE Form 24-50 to restore the employee to duty. Mandatory pay increases that become due during the period of military service will be reported to the ODC on AE Form 24-50-1 with appropriate effective dates for the purpose of group life insurance records.

c. Basic military service and military exercises including extended military service not exceeding 2 years are creditable as periods of continuous employment in the meaning of CTA II, article 8. Military service and exercises also are creditable for all mandatory pay increases. Periods of military service will not be credited toward completion of probationary periods, training periods, or apprenticeship.

d. Recognized conscientious objectors who are called for civilian duty instead of military service (i.e., substitute service) will receive the same credit as explained in a through c above.

40. Appointment After Discharge From Military Service. a. A person appointed following discharge from military service will receive credit, in terms of length of service and in the occupation, for periods of military service as described in (1) through (3) below after 6 months' employment. The period between discharge and appointment with US Forces may extend to several months, provided the employee was not permanently employed between disclosure and appointment and provided a reasonable explanation for the delay exists. The Federal Labor Court (Bundesarbeitsgericht) has ruled that internship (Praktikantenverhaeltnis) of 6 months is not legal employment and that credit will be given (file 5AZR 427/73). The individual is subject to the restriction in the last sentence of paragraph 39c.

(1) Periods of basic military training and military exercise, including service as a volunteer, will be credited in full. Full credit also will apply to voluntary extended military service that does not exceed 2 years (Soldat auf Zeit 2).

(2) Military service for more than 2 years will be credited for one-third of the time, unless credit in accordance with (3) below applies. Full credit, however, will apply to the basic training period as described in (1) above.

(3) Periods of vocational training or development received during or as a result of military service will be credited in full if appointment is made to a position of the same or related occupation. This credit also applies if the action outlined in (1) above was part of technical training in accordance with the Soldiers Benefits Act (Soldatenversorgungsgesetz).

b. Soldiers who have undergone education or training useful in their future occupation and who are appointed immediately after the education or training will receive credit as provided in a above. The education or training must be in addition to general school education and must be completed in a standard time.

c. Soldiers appointed after release from military service will receive credit as outlined in a(2) and (3) above, provided one of the conditions in (1) through (3) below are met. (Credit will not count for probationary and training periods or waiting periods for annual leave entitlements.)

(1) The individual voluntarily extended military service.

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(2) The individual was appointed after premature discharge from professional military service because of incapacitation (Dienstunfaehigkeit).

(3) The individual is a retired professional soldier.

d. CPO will review discharge papers and determine an employee's eligibility for credit of military service and any periods of vocational training at the time of appointment. CPO will record verification of eligibility. After completion of 6 months' continuous employment, CPO will adjust the individual's credit on an AE Form 24-50-1, effective from date of appointment.

e. Credited periods of vocational training (a(3) above) also will be recognized for pay determinations that are based on occupational experience.

41. Credit for Military Service of European Community Nationals. The provisions of paragraphs 39 and 40a(1) will apply to employees who are nationals of European Community (EC) countries and have been called to serve compulsory military duty in their home country.

42. Military Service of Turkish Nationals. Requests for absence of Turkish nationals for the purpose of military service in the Turkish military forces will be approved for a period of about 2 months (incl reasonable periods of travel to and from Turkey). This regulation, paragraph 39, will apply accordingly. Under Turkish regulations, the 20-month basic military service may be reduced to 2 months if the individual concerned will pay a recession amount in foreign currency equal to DM 20,000.

SECTION VII—PAY PROTECTION

43. Explanation of Terms. a. Basic Compensation. The rate of pay as specified in CTA II, article 16, paragraph 1a.

b. Downgrading. An employee's involuntary change from a wage or salary grade with higher basic compensation to a grade with lower basic compensation either within the same wage or salary schedule or by conversion to another wage or salary schedule or trade category. Work hours will be considered in accordance with CTA II, article 55, paragraph 6c.

c. Incumbency Allowance. The amount paid to an employee on downgrading for protection of pay outside the requirements of tariff agreements.

d. Pay Protection Supplement. The amount paid an employee after downgrading for organizational measures or diminished efficiency in accordance with CTA II, appendix O, section III or IV.

e. Pay Saving Allowance. The amount paid to an employee after assignment from a firefighter position for medical reasons to a position with lower work hours, in accordance with CTA II, appendix P.

f. Personal Supplement. The amount paid to an employee on downgrading by more than one grade (CTA II, app O, sec VI).

44. Principles of Application of Incumbency Allowance. a. Pay protection by incumbency allowance (IA) requires approval by the Commander in Chief, USAREUR (AEAGA-CR). The Commander, AAFES, Eur, should inform the Commander in Chief, USAREUR (AEAGA-CR), before application of IA under these provisions. IA is applied to alleviate hardship on employees who must be downgraded for reasons beyond their control (e.g., reorganizations). No legal entitlement to IA exists.

b. The conditions of paragraph 45 are mandatory when employees meeting the requirements in paragraph 45b are assigned to a lower grade position in the US Army.

45. Conditions for Incumbency Allowance. a. The following are conditions for IA to be applied after IA has been approved:

(1) Downgrading is from a permanent position and a grade not allocated on a tentative basis for reasons outside the employee's control.

(2) Downgrading is the result of a change of leader responsibilities, which causes reduction or discontinuation of leader supplement (CTA II, art 57).

(3) Downgrading and grade levels of managerial personnel will be determined in accordance with paragraph 49c(6).

(4) Downgrading is the result of no position being available in the employee's commuting area in the employee's line of work, or wage or salary group.

b. An employee's eligibility for IA requires:

(1) Three years of continuous employment with the US Forces to be completed by the date that the prescribed advance notice must be issued to downgrade.

(2) Two consecutive years in the grade from which demoted or in another grade of the same or higher level than the grade from which demoted, if downgrading is by one wage or salary group.

(3) Two consecutive years in the grade from which demoted or in another grade of higher level than the new grade, if downgrading is by more than one wage or salary group.

(4) Two consecutive years in a leader position if leader supplement is involved.

(5) The 2-year period must immediately precede the date that the downgrading becomes effective.

(6) An overall rating of satisfactory or better in the employee's last performance appraisal before the downgrading (USAREUR Reg 690-71).

46. Amount of Incumbency Allowance. a. IA is the difference between the rates of basic compensation (CTA II, art 16, para 1a(1) thru (6)) without overtariff supplement (OTS), applicable to the employee on the effective date of downgrading and the day preceding that date.

(1) When a personal supplement also applies, IA will be the difference between the basic compensation including the personal supplement or the pay protection supplement and the basic compensation in the wage or salary group from which demoted.

(2) If the employee was promoted to his or her last grade less than 2 years before his or her downgrading, IA will be based on the wage or salary group held before the promotion and credited for the 2-year requirement (this reg, para 45b(2)). For computing IA, the rate of basic compensation will be used that would apply to the employee had he or she remained in that grade for the entire 2-year period.

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(3) In determining the difference, the basic compensation in the applicable former wage or salary group and the new grade for the regular workweek of the position to which the employee is being assigned will be used as a basis.

b. The IA under a above will not exceed 20 percent of the employee's basic compensation in his or her former wage or salary group, including a special salary rate or OTS. The amount of a personal supplement or pay protection supplement will be charged to this limit. If the personal supplement reaches or exceeds 20 percent of the former basic compensation, no additional IA will be paid.

c. IA will be reduced or absorbed by any increase in the employee's regular basic compensation.

(1) When an employee is entitled to a pay supplement for temporary performance of higher level duties (CTA II, art 53), the IA will be reduced or absorbed by the amount of the supplement for as long as it will be paid.

(2) When pay protection consists of IA and a personal supplement, pay increases resulting from promotion, regarding, or temporary performance of higher level duty will first be charged against the personal supplement and start reducing the IA only after absorption of the supplement.

d. The a-groups of salary schedule C, CTA II, article 63, will be considered as separate salary groups for determining and computing IA and service requirements in paragraphs 45b(1) through (5).

47. Administration of Incumbency Allowance. a. The IA will be authorized from the first day following the end of the notice period for change of employment conditions and will be limited to 2 years. USAREUR approval will be obtained early enough to avoid a retroactive effective date.

b. IA will be withdrawn when an employee does not accept an offer of a higher graded position in the commuting area for which he or she is qualified. Payment will be discontinued at the end of the month in which the job offer is refused.

c. IA is not part of the basic compensation. On AE Form 24-50, the amount will be entered in item 12a, and, for initial authorization, the following remark will be entered in item 15:

The incumbency allowance is authorized for a maximum of 2 years. USAREUR Regulation 690-69 provides for withdrawal if employee refuses a reasonable offer of reassignment to a higher level position.

Die Besitzstandszulage wird fuer laengstens 2 Jahre gezahlt. Die einschlaegige USAREUR Regulation 690-69 bestimmt weiterhin, dass die Zulage entzogen werden kann, wenn der Arbeitnehmer ein zumutbares Angebot hoehervertiger Taetigkeit ablehnt.

48. Responsibilities. a. Commanders or operating officials will:

(1) Request approval from the Commander in Chief, USAREUR (AEAGA-CR), for application of IA provisions in this section, provided application is in the interest of organizational missions and provided IA will help to avoid negative impact on pay of several employees. Unless exceptional circumstances justify, requests will not be made for individual employees.

(2) Prepare AE Form 24-56 for incumbency allowance of IA. The form will include reference to the employee's performance rating and cite the USAREUR-approval letter.

(3) Try to reassign employees who are receiving pay protection to positions commensurate with their qualifications and protected rate of pay. Priority will be given to such applicants when CPO refer them for suitable vacancies.

b. CPO will:

(1) Determine employee's eligibility for IA after receipt of AE Form 24-56 and compute amount and prepare AE Form 24-50 authorizing payment.

(2) Establish and maintain lists of all employees receiving pay protection and refer them to suitable vacancies on a priority basis.

49. Pay Protection in Accordance With CTA II, Appendix O. Pay protection is guaranteed in accordance with the following:

a. Income Protection After Organizational Measures (CTA II, App O, Sec III). An organizational measure (CTA II, app O, sec I, para 1b) is the prerequisite for applying income protection under CTA II, appendix O, section III. Reductions in income that are attributable solely to a change in regular work hours are not protected by these provisions. For firefighting personnel the more favorable provisions of CTA II, appendix P, section I, paragraph 16, pay saving allowance, apply when reassignment is required for medical reasons.

(1) **CTA II, Appendix O, Section III, Paragraph 1.** Entitlement for alternative employment is restricted to positions within the commuting area (Note for the Record to CTA II, app O, sec I, para 3). No entitlement to income protection exists if the employee is assigned to a position outside the commuting area in accordance with the employee's request.

(2) **CTA II, Appendix O, Section III, Paragraph 2b.** If the change is more than one grade below the current grade, the personal supplement, according to section VI, will be paid together with the pay protection supplement. When the pay protection supplement is discontinued, the personal supplement need not be recomputed.

(3) **CTA II, Appendix O, Section III, Paragraph 2c.** Increases in the basic compensation not listed in CTA II, appendix O, section VI, paragraph 3, will only reduce the income protection supplement. This especially applies to general tariff increases after age 63.

(4) **CTA II, Appendix O, Section III, Paragraph 3.** The prerequisites for age and length of service must be completed on the day preceding the change in employment (e.g., an employee reassigned on 1 October has completed the 40th year of age if his or her 40th birthday falls on 30 September at the latest; if the birthday had fallen on 1 October, the condition for eligibility under the income protection supplement is not met). Eligibility requirements for the duration of payment, which are met after the change in employment, will not be considered.

(5) **CTA II, Appendix O, Section III, Paragraph 4b.** An employee is not obligated to accept temporary employment at a higher grade. A temporary higher grade position has to be accepted, however, provided employment will be continued after completion of temporary assignment at the employee's permanent position. The position offered must have been within the commuting area. Rejection of a position offer will be without consequences for a personal supplement under CTA II, appendix O, section VI.

b. Income Protection in the Case of Diminished Efficiency (CTA II, App O, Sec IV). These provisions do not give an employee entitlement to a position offer. If, however, another position at a lower level is offered because of the employee's diminished efficiency in the current position, a pay protection supplement is mandatory. An offer of a position at a lower grade can be made only after termination for change in employment conditions, unless the reassignment is agreed to in a mutual agreement, in which case a pay protection supplement still will be paid.

(1) **CTA II, Appendix O, Section IV, Paragraph 1a.** A determination by the German Accident Insurance (Bundesausfuhrungsbehoerde fuer Unfallversicherung) will be required for granting a pay protection supplement under this paragraph.

(2) **CTA II, Appendix O, Section IV, Paragraph 2.** Age-related decline in physical or mental capability may cause a decline in an employee's efficiency. An action to reassign or downgrade an employee will be justified by medical certificate or performance appraisal, unless mutually agreed on by the chief of the employing organization and the employee.

(a) Based on the circumstances of the case, the chief of the employing organization will determine whether or not a medical certificate from the employee's doctor is acceptable documentation of the employee's decline.

(b) Documentation by performance appraisal will be accomplished in accordance with USAREUR Regulation 690-71. A rating of unsatisfactory is required to justify assignment to another lower grade position or downgrading, provided the unsatisfactory performance is attributed to age-related decline in physical or mental capabilities.

(c) The chief of an employing organization may ask an employee to submit a medical certificate from a medical specialist or physician qualified to perform special examinations under criteria of occupational health (Berufgenossenschaftliche Grundsätze fuer arbeitsmedizinische Vorsorgeuntersuchungen), agreed to by the chief of the employing organization and employee, when age-related decline in physical or mental capabilities is otherwise not evident.

c. Personal Supplement (CTA II, App O, Sec VI). The personal supplement equals the difference between the employee's basic compensation, by tariff schedule, that would apply had he or she been downgraded by only one group under his or her previous wage or salary tariff and his or her new basic compensation. This difference will be determined by the tariff rates applicable on the effective date of downgrading. Any necessary step determination in a new or the next lower salary group will be based on the tariff salary rate applicable on the day preceding the effective date of downgrading.

(1) Employees who are first downgraded by only one wage or salary group and are subsequently downgraded again will receive the personal supplement, effective with the second downgrade. Computation of the personal supplement will, in this case, be based on the difference between employee's last and new wage or salary group. If further downgrading occurs, the personal supplement will be increased.

(2) The personal supplement is part of the basic compensation and will be paid for an unlimited period of time. It will be reduced or absorbed only by an increase in the employee's basic compensation because of a promotion, change of tariff, establishment of a leader supplement, or temporary performance of higher level work. Pay increases for other reasons (e.g., step advancement, increase of tariff rates or leader supplement, OTS) will not affect the personal supplement.

(3) When an employee is paid a special salary in the group to which he or she is downgraded, only that portion of the special salary which exceeds the new salary group tariff rate plus the personal supplement will constitute pay outside the tariff agreement.

(4) An employee who is regraded from the lowest group of a salary schedule to a wage schedule qualifies for a personal supplement if his or her basic compensation, by tariff, in the new wage group is less than the rate of the next lower step in the previous salary group that he or she held at the time of regrading. The amount of the supplement will be the difference between the tariff basic compensation in the wage group and the next lower step in the old salary group.

(5) CTA II, appendix O, section VI, paragraph 2c(3), concerning managers under CTA II, appendix H or T, will be applied as described in this paragraph. The pay levels of 125 percent or 130 percent for deputy managers, and 140 percent or 145 percent for managers, each constitute a separate salary group, although no numeric designation exists as is used for other grades. A downgrading by more than one group when a manager is placed in a position with basic compensation lower than 125 percent of the H grade or 130 percent of the T grade on which his or her previous pay was based. For managers, the basis of 125 percent or 130 percent of the highest group previously supervised also applies to computation of the personal supplement.

SECTION VIII—SOCIAL INSURANCE SUPPLEMENTS

(Joint Policy Ltr No. 4, 17 Jan 69; updated 10 Dec 80)

50. Explanation. a. German social security law prescribes coverage of all employees by statutory pension insurance for retirement and disability benefits. Contributions (i.e., premiums) of statutory pension insurance are paid half by the employee (i.e., employee's share) and half by the employer (i.e., employer's share).

b. In the past certain groups of salaried employees could be released from statutory pension insurance if they purchased an equivalent commercial life insurance policy. Once secured, a certificate of release constitutes permanent exemption from mandatory membership in statutory pension insurance. This certificate does not prevent an employee from further payment of contributions on a voluntary basis to increase benefits attained during an earlier period of mandatory membership. Employers have no legal obligation to share premium costs for this type of insurance coverage.

c. Exemption from statutory pension insurance also applies to employees who are receiving retirement benefits, or qualify for retirement benefits of German civil servants (beamtenrechtliche Versorgung). The law requires employers to pay the employer's share of statutory pension insurance contributions for such employees.

51. Eligibility. Salaried employees who are released from mandatory membership in a statutory pension insurance and maintain a commercial life insurance policy or contribute voluntarily to statutory pension insurance (para 50b) will be paid, on request, an employer's share of insurance premiums (i.e., old age insurance suppl).

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52. Amount of Supplement. The old age insurance supplement amounts to 50 percent of an employee's total contributions to a commercial life insurance policy or statutory pension insurance, or both. The supplement will not exceed the rate established as the employer's share for mandatory coverage by statutory pension insurance.

53. Administration. a. Employee requests for payment or adjustment of a social security supplement will be submitted to the servicing CPO on AE Form 24-114-R (Request for Old Age Insurance Supplement) (app A). This form will document the employee's acceptance of the conditions under which the supplement is paid.

b. The certificate of release from mandatory membership in statutory old age insurance will be submitted with an employee's initial request for a social security supplement. The CPO will forward this certificate to the ODC with the AE Form 24-50 or AE Form 24-50-1.

c. The CPO will determine eligibility for a supplement and, if appropriate, authorize payment by AE Form 24-50-1, which will be forwarded to the servicing ODC. The supplement amount to be shown in item 12f of AE Form 24-50 or AE Form 24-50-1 will correspond to 50 percent of the total premium paid by the employee.

(1) The following statement will be entered in the remarks column:

Entitled to receive a social security supplement equal to the amount payable as employer's share for statutory old age insurance, not to exceed, however, the amount shown in item 12f of this form.

(2) The supplement is not part of an employee's earnings as defined in CTA II, article 16, paragraph 4.

(3) The type of insurance for which the supplement is paid will be indicated in item 15 of AE Form 24-50-1. When both commercial life insurance and statutory pension insurance apply, the portion of the supplement pertaining to either type of insurance also will be stated. When the supplement is divided, the employee's premiums for commercial life insurance policy will have priority consideration.

d. CPO will cancel or decrease the supplement without advance notice by issuing a new AE Form 24-50-1 if the conditions under which the supplement was authorized change or cease to exist. Cancellation applies when an employee fails to provide evidence of payments for life insurance or statutory pension insurance (f below) or does not intend to make future payments. Decrease of the supplement applies when an employee's salary is reduced by official personnel action and requires adjustment of the supplement to a lower maximum amount.

e. The supplement usually will be paid effective the first day of the month during which the request is submitted to the CPO. On appointment of an employee during the second half of a month, however, the supplement will not be effective before the first day of the following month.

f. By March of each year and before termination of employment, all employees receiving an old age insurance supplement will be required to provide evidence of insurance contributions paid for the preceding calendar year or for the period from 1 January of the current year through the date of separation. The evidence will be provided to the CPO who will notify the appropriate ODC in writing of the submission.

g. An employee who fails to produce the required evidence will be required to refund the social security supplement paid since the date of the last review. An employee whose receipts show lower contributions than those used for determining the supplement will be required to refund the overpaid amount.

54. Payment. a. The ODC will pay the social security supplement according to entries on the authorizing AE Form 24-50 and the employee's actual monthly earnings. Changes in the maximum amount authorized require confirmation with a new AE Form 24-50 executed by the CPO on receipt of an employee's request for adjustment of the supplement, based on increased premium payments.

b. During periods of leave without pay or other absences without pay, the supplement will be continued for 3 months, if evidence of payment is submitted (para 53f). Based on time and attendance report entries, the ODC will suspend payment of the supplement from the first day of the month during which the unpaid absence reaches 3 months until the first day of the month following the employee's return to work.

c. The policy in b above does not apply to maternity leave under the provisions of the Law for Protection of Employed Mothers. Payment of the supplement will continue for the entire period of maternity leave (incl the month in which the child is 6 months old) under the law, provided the employee pays insurance contributions.

d. Payment of the supplement will cease on termination of employment or cancellation for other reasons by AE Form 24-50-1. Payment will end on the last day of a month. If termination is during the first half of a month, the supplement will be discontinued from the first day of that month.

e. Amounts to be refunded in accordance with paragraph 68f will be collected by payroll deduction. Deductions will be made from employee's earnings or any other payments due. The CPO will notify the ODC of an employee's failure to verify the required payments, and the amount to be collected. CPO will also inform the ODC of continuation or cancellation of the current social security supplement.

55. Health Insurance. a. Mandatory coverage by statutory health insurance (Krankenkasse) applies to all wage earners and to salaried employees whose annual earnings do not exceed a given limit. This limit is established at the beginning of each calendar year and employees concerned are notified.

b. Salaried employees whose earnings exceed the limit on 1 January of a given year are released from mandatory coverage for the current year and any subsequent calendar year in which the earnings exceed the limit on 1 January. If these employees continue statutory health insurance voluntarily or purchase equivalent commercial health insurance, they are entitled to payment of the employer's share of premiums in the same amount as employees under mandatory coverage.

c. To qualify for payment of the employer's share, employees must produce evidence of health insurance policy and current premium payment. Such evidence will be submitted annually to ODC, which will effect payment based on the law. CPO will not be involved in administration of these payments, except for informing employees of pertinent requirements.

SECTION IX—25 AND 40 YEAR'S SERVICE AWARDS

(Joint Policy Ltr No. 8, 15 Jun 70; updated 3 Jul 83)

56. Awards. a. LN employees in GE will receive the following cash awards for completing long terms of service:

- (1) Six-hundred DM for completing 25 years' service.
- (2) Two-thousand DM for completing 40 years' service.

b. The awards provide the Commanders in Chief, USAREUR and USAFE, a way to express their appreciation of long and faithful LN service and to recognize the contribution these employees have made to the USAREUR and USAFE mission. These recognitions are traditional in GE to commemorate long employment periods with one employer.

57. Eligibility. a. Employees will be eligible for the award on the 25th or 40th anniversary of their employment with the US Forces. Satisfactory service with the US Forces in Europe, regardless of breaks in service as indicated by an employee's service computation date, will be credited toward these awards. Employees who, on the date of completing 25 or 40 years' service, are under notice of termination for reasons other than RIF, retirement, or incapacitation will not be eligible for the award.

b. Removal for cause or abandonment of position will result in forfeiture of the award unless already presented to the employee.

c. When an eligible employee dies before receiving the award, payment will be made to surviving dependents who are entitled to death benefits under CTA II, article 38.

58. Presentation. The commander or chief of the employing organization or unit, or his or her deputy, will make the presentation in an appropriate ceremonial manner. Presentation ceremonies should be held at organization or higher level for several eligible employees at the same time, to include recipients of other awards. After the ceremony, employees should be excused from work for the rest of the day by administrative leave.

59. Administration. Responsibility for administrative processing of awards rests with the CPO for LN employees, and the Commander, USAREUR Civilian Support Agency (USCA), for civ spt gp employees. The Commander, United States Army, Berlin (USAB); the Commander, AAFES, Eur; and the Editor in Chief, Stars and Stripes, will establish the processing instructions for awards to employees in their respective areas of administration.

a. CPO and civ spt gp will determine eligible employees in their areas of responsibility. About 30 days before the date an employee completes 25 or 40 years' service, the CPO or civ spt gp will prepare an AE Form 24-50-1 for payment of the award. Special entries on the AE Form 24-50-1 will be:

- (1) Item 4.Payment of 25 or 40 (as applicable) years' service award.
- (2) Item 5.Organization employing the employee on date stated in item 6.
- (3) Item 6.Date of completion of 25 or 40 (as applicable) years' service.
- (4) Item 12f.Award DM (600 or 2000 (as applicable)).

b. The original AE Form 24-50-1 will be distributed to the employing organization for presentation to the employee. One copy will be forwarded to the servicing ODC for action. For NAF employees, 1 additional copy will be forwarded to the responsible fund custodian. One copy will be retained in the employee's OPF.

c. The ODC will remit the award to the employee's bank account at the end of the month during which the employee completed the service tenure.

60. Charging Payments. Award payments will be charged against the fund of the employing organization on the day the employee completes 25 or 40 years' service. Under German law, the payment is exempt from taxes and social insurance charges. ODC will enter award payments that are chargeable to appropriated funds and NAF on a separate payroll. This payroll will be processed in the month that payment is made. Award payments will be exempt from the administrative service charge.

SECTION X—EXPRESSIONS OF RESPECT FOR DECEASED EMPLOYEES

61. Customary Honors. a. The US Army will honor the memory of LN employees who die while employed with any of its organizations in GE or Berlin.

b. The precise manner in which respect for deceased employees is shown should conform to local custom and also allow expression by the deceased employee's colleagues and immediate superiors. As a minimum, management will take the following actions in behalf of a deceased employee:

(1) Staff members and works council or other employee representatives will coordinate the preparation of a formal written expression of condolence. The activity commander or deputy commander will sign the letter and forward it to the employee's next of kin.

(2) At least one representative of the deceased employee's employing organization will attend the funeral unless the ceremony is held at an unusually long distance from the commuting area. Military officials attending the funeral will wear class A military uniforms.

(3) A floral tribute (para 62) will be bought.

c. Expressions of respect as described in this section also may be extended to former US Army employees who die after retirement. The chief of the last employing activity will decide on the appropriate honorary tributes after consulting with the works council, the deceased's former colleagues, and immediate supervisors if a works council does not exist.

62. Floral Tributes. a. Activity commanders or operating officials will arrange for the purchase of an appropriate floral tribute (e.g., wreath, bouquet), unless this gesture is not possible under given circumstances or unless a floral tribute would be contrary to the expressed wishes of the deceased or surviving family members. A ribbon with an appropriate inscription in the name of the US Army will be attached to the floral piece.

b. During any calendar year, a floral tribute will not cost more than DM 100 from May through October, or DM 120 from November through April.

(1) For appropriated fund employees, purchases normally will be charged to the same fund appropriation as applicable to payroll costs. Imprest funds will be used. Commanders of USAREUR major and separate major commands and assigned units may authorize other modes of payment.

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(2) For NAF employees, purchases will be made from the fund that employed the deceased in accordance with pertinent regulations governing fund disbursements.

63. Obituary Notices. a. Activity commanders or operating officials may arrange for the publication of obituary notices in Army agency newspapers for circulation among the LN workforce. The wording of such notices should be commensurate with the deceased employee's personality, length of service, and contributions.

b. Activity commanders also may arrange the publication of obituary notices in local newspapers. The customary size of such notices is 96 by 80 millimeters (approx 4 by 3 in). Such notices may be published jointly by activity commander, works council, and activity staff. Each underwriting party should contribute to the costs.

c. Costs or cost shares of obituary notices in b above may be charged to appropriated funds or NAF as described in paragraphs 62b(1) and (2). Such costs will not reduce the amounts authorized for floral tributes in paragraph 62b. Funds authorized for floral tributes may be used for obituary notices.

64. Responsibilities. a. Activity commanders or operating officials immediately will notify the servicing CPO of the death of any employee.

b. CPO will:

(1) Advise and assist management on taking actions in paragraphs 61 through 63, considering local custom.

(2) Promptly assist surviving family members in settling affairs relating to the deceased's employment.

65. Civ Spt Gp Employees. USAREUR Regulation 600-426 provides in detail for action on the death of civ spt gp employees.

SECTION XI—ONCALL DUTY

(Joint Policy Ltr No.11, 15 May 74)

66. Use of Oncall Duty. a. Supervisors may schedule employees for oncall duty to perform emergency services or other unexpected urgent work that cannot be postponed to regular work hours.

b. For economic reasons, operating officials will minimize the number of employees placed on oncall duty. Only those employees who would actually do the emergency work will be scheduled. The need for oncall duty and the jobs that require oncall duty will be discussed with the works council.

c. Oncall duty of physicians and dentists is covered by CTA II, appendix K. The provisions of this section do not apply to these employees.

67. Periods of Oncall Duty. a. Oncall duty is scheduled for periods outside the established regular work hours. During oncall duty, employees must be available at a place of their choosing. The employee must, however, be within easy reach of the employing unit and able to resume work without delay if called. Oncall duty does not constitute standby duty in the meaning of CTA II, article 9, paragraph 2b.

b. Generally, a period of oncall duty should extend no more than 12 hours. When necessary, a longer period may be scheduled on workdays (Mon thru Fri), but not to exceed 15 hours. The employing unit will establish the length of oncall periods in advance. Hours may be changed at the beginning of the month after the duty roster is announced, 14 days in advance of the change.

c. Not more than five oncall periods on workdays and four on weekends and holidays may be scheduled in any one month for an employee, unless the employee and supervisor agree on more hours. Employees should not be scheduled for oncall duty on more than 7 consecutive days or on more than 2 weekends in a month.

68. Compensation. a. Figure 1 shows the rates paid for each 12-hour oncall duty period.

Paygrades	Oncall Duty Mon thru Fri	Oncall Duty Sat, Sun, and German Holidays
C-7 and above:	DM 14.50	DM 20
All other salary and wage groups:	DM 12	DM 17

Figure 1—Paygrades for 12-hour Oncall Duty

b. For each oncall duty period that exceeds 12 hours per workday, a flat rate of DM 4 will be paid in addition to the applicable rate in the middle column of figure 1. When several consecutive oncall tours are performed on weekends or holidays, the rates in the right column of figure 1 will be paid for each 12-hour period.

c. For oncall duty overnight, the first day determines the rate of pay.

d. An additional flat rate of DM 2.50 for each oncall duty period will be paid to employees who, in agreement with their supervisors, keep their own motorized vehicle available to reach the place of work. An increased rate of DM 5 will be paid on Saturdays, Sundays, and German holidays. Generally, no extra compensation will be paid for the actual use of the vehicle. For trips to other than the employee's regular place of work, a kilometer allowance may be claimed as established in USAREUR Regulation 690-68. Employees will receive the allowance when travel is over a longer distance than to and from the employee's regular place of work.

e. Employees will receive full pay plus any applicable time supplements (CTA II, art 20) for the hours worked and the time of travel to and from the worksite when called to perform work during a tour of oncall duty. Payment for work during night hours (a minimum of 2 hours) and for work on Sundays and German holidays (a minimum of 3 hours) will be paid as required in CTA II, article 11, paragraph 2; article 12, paragraph 3; and article 13, paragraph 3. This payment is in addition to the flat rate for oncall duty.

f. Employees paid special salary rates will receive the applicable flat rates for oncall duty but no additional overtime pay or time supplements for the hours worked (USAREUR Reg 690-73, para 4).

69. Procedure. a. Either on appointment or at a later date, when operationally required, the employee's employment contract will establish the assignment of oncall duty. The supervisor will discuss with the employee the need for and conditions of oncall duty or state this requirement on AE Form 24-56 requesting appointment. An employee's appointment or continuation of employment may be made contingent on his or her agreement to perform oncall duty. Oncall duty agreements will be executed in writing on AE Form 24-116-R (Supplement to the Employment Contract Concerning Oncall Duty) (app A). This form will be locally reproduced as required on 8 1/2- by 11-inch paper and printed head to head.

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b. AE Form 24-116-R will be prepared in 3 copies and signed by the employee and operational official. The original copy will be given to the employee, 1 copy will be retained by the employing agency, and 1 copy will be forwarded to the CPO for the employee's OPF. CPO will prepare AE Form 24-116-R on appointment and a CPO official will sign for the employing agency.

c. Oncall duty will be entered on AE Form 72 as prescribed in USAREUR Regulation 690-66. When the symbols OC or OCV are entered, the flat rates in paragraphs 68a and d will be paid.

(1) When established oncall periods on workdays exceed 12 hours, "OC+ 4" will be entered in column d of AE Form 72 under "Total." Based on this entry, the additional amount in paragraph 68b will be paid for each workday for which OC or OCV is shown.

(2) When several oncall periods are worked on a weekend or holiday (para 68b), the number of tours will be added to the symbol OC or OCV by noting "2x0C."

70. Termination. An oncall duty agreement will not be terminated separately from the employment contract. Termination will be subject to an ordinary advance notice. Both requirements may be waived when oncall duty is no longer required and cancellation of the oncall duty agreement is mutually agreed on.

SECTION XII—SPECIAL ACHIEVEMENT AWARDS (SUSTAINED SUPERIOR PERFORMANCE)

71. Eligibility Requirements. The minimum period of sustained superior performance required for this award is 1 year. Only in exceptional cases should consideration be given for recognition of performance for less than 1 year.

72. Certificates. For LN employees, AE Form 3360 (Foreign Nationals Commendation Certificate) or the appropriate form of the tenant organization will accompany the award. The incentive award administrator will ensure timely preparation of the certificate.

73. Criteria, Procedures, and Approval Authority. Information concerning criteria, procedures, and approval authority is in AR 672-20 and USAREUR Supplement 1.

74. Exemptions. Elected LN employees representatives will not be granted a special achievement award for functions performed as part of their elected office.

75. Citation. A proposed citation will be part of the nomination. It should be written in the third person, and be approximately 70 to 90 words long. The citation must include job title, organization, period for which cited, and a statement of the employee's accomplishments or achievements.

76. Amount of Awards. Figure 2 shows award amounts paid to monthly and hourly paid employees. Figure 3 is award amounts paid to appendix Z employees.

Monthly Salaried Employees in the Federal Republic of Germany and Berlin Salary Wage Tariff and Group								
C	D	H	HM	P	T	K/KD	Berlin	DM Award
1-3	1	1-4	--	1-2	1-3	1-4	VIII-X	300
4-5a	2	5-6	1-2	3-6	4-5	5-7	VIa-VII	400
6-7a	3-4	7-9	3-4	7-8	6	8-9	IV-V	500
8	--	10	5	9	--	KD-1	I-III	600
9-10	--	--	--	--	--	KD2-3	--	700
Hourly Paid Employees in the Federal Republic of Germany Wage Tariff and Wage Group								
A, B, G	AIII.3c	N	M					DM Award
1-4	1	1-2	All personnel except for projectionists.					300
5-7	2-4	3	Projectionist.					400
NOTE: For leaders paid in accordance with CTA II, appendixes A, E, G, and NIII.1, the amount of the award will be increased by 10 percent.								

Figure 2—Award Amounts Paid to Monthly and Hourly Paid Employees

Amounts To Be Paid Employees Subject to CTA II, Appendix Z, in the Federal Republic of Germany and Employees Subject to the Berlin Tariff Agreement, Appendix Z, in Berlin	
Grade	DM Award
ZB-1-3, B-1-3	300
ZA-1-4, A-1-4	300
ZE-1-3	300
ZB-4-6, B-4-6	400
ZA-5-6, A-5-6	400
ZW-4	400
ZB-7, 8-9	500
ZB-10	600
ZB-11	700

Figure 3—Award Amounts Paid to Civilian Support Group Employees

(AEAGA-CR, HDG Mil (2121-)7428/8173)

FOR THE COMMANDER IN CHIEF:

OFFICIAL:



C. J. FIALA
Major General, GS
Chief of Staff

W. H. GOURLEY
Brigadier General, USA
Adjutant General

DISTRIBUTION: To be distributed in accordance with AE Form 12-9A requirements, Civilian Personnel--B (only in the Federal Republic of Germany, excl Berlin), plus

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- 5 - CINCUSAFE (DPCM)
- 5 - Cdr, V Corps (AETV-CP)
- 5 - Cdr, VII Corps (AETS-CP)
- 30 - Cdr, 21st SUPCOM (AERCP)
- 10 - Cdr, USAB (AEBA-CP)
- 2 - Cdr, USASETAF (AESE-CPD)
- 30 - Cdr, 7ATC (AETTG-CP)
- 130 - Cdr, USCA
- 2 - Cdr, 8th Spt Gp (AESE-L-CP)
- 2 - Cdr, BAD (CPO)
- 2 - Cdr, NSSG (US) (AERSH-ZC)
- 30-Ea CCPO, Ansbach, Aschaffenburg, Augsburg, Bad Kreuznach, Bamberg, Baumholder, Bremerhaven, Darmstadt, Frankfurt, Garmisch, Giessen, Hanau, Heidelberg, Kaiserslautern, Karlsruhe, Mannheim, Munich, Nuernberg, Pirmasens, Rheinberg, Schweinfurt, Stuttgart, Wiesbaden, Wuerzburg, and Zweibruecken
- 20 - Dir, USAREAE
- 50 - DCSPER, USAREUR (AEAGA-CR)

APPENDIX A—USAREUR FORMS

The following USAREUR forms have been established for the purpose indicated. Instructions for using the forms are in the referenced sections of this regulation.

1. AE Form 24-114-R, 1 September 1972 (Request for Old Age Insurance Supplement), will be used by the employee to request the insurance supplement (this reg, sec VIII). AE Form 24-114-R will be locally reproduced on 8 1/2- by 11-inch paper, through the servicing forms management officer.
2. AE Form 24-116-R, 14 July 1975 (Supplement to the Employment Contract Concerning Oncall Duty), will be used by civilian personnel officers for employees who have agreed to perform oncall duty (this reg, sec XI). AE Form 24-116-R will be locally reproduced on 8 1/2- by 11-inch paper, printed head to head, through the servicing forms management officer.
3. AE Form 24-117-R, 1 April 1982 (Agreement on Occupational Clothing/Uniform), will be used by the employing organization when an employee receives occupational clothing (this reg, sec IV). AE Form 24-117-R will be locally reproduced on 8 1/2- by 11-inch paper, through the servicing forms management officer.